

INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET		1. SOLICITATION NUMBER SPO600-99-B-5001	2. (X one) <input checked="checked" type="checkbox"/> a. SEALED BID <input type="checkbox"/> b. NEGOTIATED (RFP) <input type="checkbox"/> c. NEGOTIATED (RFQ)
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INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS **SOLICITATION**.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents [SF1449] and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals." NOTE: The new title of this clause is "LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must be set forth full, accurate, and complete information as required by this solicitation (*including attachments*). The penalty for making false statments is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (<i>Complete mailing address, including Zip Code</i>) DEFENSE ENERGY SUPPORT CENTER ATTN: DESC-PLB/SUITE 4950 8725 JOHN J. KINGMAN ROAD FT. BELVOIR, VA 22060-6222		CUSTOMER ORGANIZED GROUP 5 PHONE: (703) 767-9532 FAX: (703) 767-8506 BUYER/SYMBOL: LEONARD J. LAMM/DESC-PLB
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4. ITEMS TO BE PURCHASED (*Brief description*)
 ORDERING PERIOD: DATE OF AWARD THROUGH 31 MAY 2001 (MULTIYEAR).

 GASOLINE 388,000 (USG), GASOHOL 1,679,535 (USG), DISTILLATES 263,250 (USG) and RESIDUALS 864,500 (USG) FOR DELIVERY TO MILITARY ACTIVITIES AND FEDERAL CIVILIAN AGENCIES IN THE STATES OF ILLINOIS, IOWA, MICHIGAN, MINNESOTA AND WISCONSIN.

5. PROCUREMENT INFORMATION (<i>X and complete as applicable</i>)			
X	a. THIS PROCUREMENT IS UNRESTRICTED		
	b. THIS PROCUREMENT IS A _____% SET-ASIDE FOR ONE OF THE FOLLOWING (<i>Xone</i>). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)		
	(1) Small Business	(2) Labor Surplus Area Concerns	(3) Combined Small Business/Labor Area Concerns

6. ADDITIONAL INFORMATION
****IMPORTANT INFORMATION****

THE NOTES ON THIS DD1707 PROVIDE INFORMATION THAT WARRANT YOUR SPECIAL ATTENTION PRIOR TO PREPARATION OF YOUR BID.

REMINDER: This Solicitation is subject to the terms and conditions of the Basic Solicitation SP0600-99-B-5000.

7. POINT OF CONTACT FOR INFORMATION	
a. NAME (<i>Last, First, Middle Initial</i>) LAMM, LEONARD, J.	b. ADDRESS (<i>Including Zip Code</i>) Defense Energy Support Center, Attn: DESC-PLB 8725 John J. Kingman Road Ft. Belvoir, VA 22060-6222
c. TELEPHONE NUMBER (<i>Including Area Code and Extension</i>) (<i>NO COLLECT CALLS</i>) (703) 767-9532	

8. REASONS FOR NO RESPONSE (X all that apply)			
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/> b. CANNOT MEET DELIVERY REQUIREMENTS	
<input type="checkbox"/> c. UNABLE TO IDENTIFY THE ITEM(S)		<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
<input type="checkbox"/> e. OTHER (Specify)			
9. MAILING LIST INFORMATION (X one)			
<input type="checkbox"/> YES	<input type="checkbox"/> NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.	
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (Including Zip Code)	
C. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) Date Signed (YYMMDD)

DD Form 1707 Reverse, MAR 90

FOLD

FOLD

FOLD

FROM

FOLD

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
SP0600-99-B-5001	
DATE (YYMMDD)	LOCAL TIME
991104	1:00 PM

TO ATTN: BID CUSTODIAN, RM 3729/DESC-IPA
Defense Energy Support Center
8725 J. Kingman Road, Suite 4950
Ft. Belvoir, VA 22060-6222

- A. **BID OPENING:** The scheduled OPENING DATE for receipt of bid is 04 November 1999, 1:00 P.M. Local (Ft. Belvoir, Virginia) Time. FACSIMILE OFFERS ARE NOT PERMITTED. Submit all bids on the Price Data Sheets in the Offeror Submission. ALL BIDS MUST BE SIGNED.
- B. **ORDERING PERIOD:** The Ordering Period for contracts awarded under this solicitation is Date of Award through 31 May 2001.
- C. **CONTRACT TYPE:** Contracts awarded as a result of this solicitation will be "**REQUIREMENTS-TYPE FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT**" contracts. Pay special attention to the following clauses: I84 & I86.03 in Basic Solicitation SP0600-99-B-5000.
- D. This solicitation contains **Clause B19.19, ECONOMIC PRICE ADJUSTMENT**. Read this clause carefully and submit your bids on the Price Data Sheets in the Offeror Submission Package. The reference price publications to be used to escalate/de-escalate your prices have been selected by DESC and will change weekly based on changes in the publications, **NOT ON YOUR PRODUCT COSTS**. The weekly changes will be computed by subtracting the value of the publication on 20 September 1999 (Base Reference Date) from the publication value on the first date of the delivery week, and then adding (or subtracting) the difference to (or from) your bid price. Award will be made at the bid price received at bid opening. DESC will be responsible for changes in the publication from 20 September 1999 and will adjust your contract prices from the date of award.
- E. **AMENDMENTS:** Bidders must acknowledge receipt of any and all amendments to this solicitation by signing and returning the amendment with the Bid.
- F. **BID SUBMISSION:** Submit as your bid an original plus one (1) copy of the Offeror Submission Package, Price Data Sheets, and any other applicable forms. **Be sure to sign the Price Data Sheet and Block 30 of the Standard Form 1449.** Failure to do so may render your bid nonresponsive.
- G. **COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING:** Please insert your Cage Code in Block 17a of Standard Form 1449, in the space marked "Facility Code." If you have a current Government contract and do not know what your Cage Code is, please contact Ms. Suzanne Flippo at (703) 767-9550. If you have not been assigned a Cage Code, insert the word "None" in the block.
- H. **SUSPENSION OF THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESSES** Pursuant to the Under Secretary of Defense letter DP (DAR) dated January 25, 1999, the use of the price evaluation adjustment under this solicitation is suspended for DOD.
- I. FEDCIV: The SDB preference now applies to Federal Civilian Agencies identified in the SCHEDULE portion of Clause B1.01 by the term "FEDAAC". Please review Clause I240.01, NOTICE OF PRICE EVALUATION FOR SMALL DISADVANTAGED BUSINESS CONCERNS (Alt 1) located in the Offeror Submission Package and Clause I174.06, MANUFACTURING AND FILLING POINTS (UNRESTRICTED). Clause I174.06 requires that a SDB must agree to provide product only manufactured by a small business manufacturer/refinery if they wish to be considered for the evaluation preference under Clause I240.01. Price data sheets "DESC Form 2.16c" (FOB Destination items) must be used by any SDB who wishes to receive a preference.
- J. **SMALL BUSINESS OR SMALL DISADVANTAGED BUSINESS QUESTIONS:** Please direct any questions regarding Small Business or Small Disadvantaged Business Affairs to Mrs. Kathy Williams of the DESC Small Business Office at (800) 523-2601 or (703) 767-9465.
- K. **IMPORTANT:** Carefully read the requirements for all diesel fuel items as some require stringent cloud point specifications. Bidders who plan to bid on items with stringent cloud point specifications are advised that **preaward surveys may be conducted to determine quality capability.**

L. **ALTERNATE LINE ITEMS:** Line Items being solicited as alternate Line Items (Gasoline/Gasohol) list the estimated quantity from the date of award through 31 May 2001 beside the Gasohol line item, and "0" estimated quantity beside the Gasoline line item. You may bid on one or both of these items. The quantity listed beside the Gasohol item is the quantity that will be awarded to the lowest bid price evaluated in accordance with Clause M63.01 EVALUATION OF BIDS FOR ALTERNATE PRODUCT. Only one product will be awarded per pair of alternate line items. The product awarded (either Gasohol or Gasoline) is to be provided for the entire Contract period. **The term "Gasohol" does NOT mean "Oxygenated Gasoline."**

M. **NOTICE:** ANY CONTRACT AWARDED TO A CONTRACTOR WHO AT THE TIME OF AWARD WAS SUSPENDED, DEBARRED, OR INELIGIBLE FOR RECEIPT OF CONTRACTS WITH GOVERNMENT AGENCIES OR IN RECEIPT OF A PROPOSED DEBARMENT FROM ANY GOVERNMENT AGENCY IS VOIDABLE AT THE OPTION OF THE GOVERNMENT.

N. **EMERGENCY CONTACT POINT:** DESC contact point/telephone number for emergency situations during after-duty hours is:

Command Control Center (CCC)

Telephone Number: (703) 767-8420

O. **NOTE TO LARGE BUSINESSES ONLY:** Clause I171.01 SMALL, SMALL DISADVANTAGED, AND WOMAN-OWNED BUSINESS SUBCONTRACTING PLAN, required you to submit a subcontracting plan for awards over \$500,000. DFSC-P Form 1 (Attached) can be used as your actual Small, Small Disadvantaged, and Woman Owned Business Subcontracting Plan. However, if you prefer to send your own plan in lieu of completing DFSC-P Form 1, you may do so. All subcontracting plans must meet the criteria set forth in Clause 171.01.

P. **ITEM NUMBERS:**

The suffix on each item number indicates a specific product. Here is a list of the items found in this solicitation. The list may not be all inclusive but serves as a guide for understanding the schedule.

<u>SUFFIX</u>	<u>PRODUCT</u>
-07	Rfg, Gasoline, Mid
-08	Rfg, Gasoline, Reg
-12	Low Sulfur Diesel #1
-13	Low Sulfur Diesel #2
-19	Gasohol, Midgrade Unleaded
-22	Gasohol, Premium Unleaded
-24	Gasohol, Regular Unleaded
-26	Gasoline, Midgraded Unleaded
-27	Gasoline, Premium Unleaded
-28	Gasoline, Regular Unleaded
-32	DF-1, High Sulfur Diesel Fuel (Red Dye)
-34	DF-2, High Sulfur Diesel Fuel (Red Dye)
-43	FS1, #Fuel Oil
-46	Fuel Oil, Burner Oil #2
-67	Low Sulfur, Diesel #1 (Federal Civilian Items)
-68	Low Sulfur, Diesel #2 (Federal Civilian Items)
-70	High Sulfur, Diesel #2 (Federal Civilian Items)
-83	Low Sulfur, Diesel #2 (Red Dye)
-88	Low Sulfur, Diesel, Winter (Red Dye)
-94	Low Sulfur, Diesel, Summer (Red Dye)

Q. **SPECIAL NOTE:** Contract fuel price changes are available through the Internet at the Defense Energy Support Center's Home Page. Beginning with the new contract period, paper copies of price changes will no longer be mailed. If your organization does not already have access to the Internet, there are many Internet Service Providers (ISP). All that is needed is a personal computer capable of running Windows 3.1 or higher connected to a standard telephone line using a phone jack cable, a modem, and a subscription to one of the many ISP's such as Compuserve, American Online, Prodigy, or Erols for access to the Internet. There are also Internet Web browsers available for non-Windows (DOS, Mac, etc.) computer operating environments. The ISP of your choice will provide Internet access instructions including software requirements for those not familiar with the Internet. Agreements with ISP's are between the user and the provider.

DESC's decision to move from paper to electronic distribution of fuel contract price changes will benefit fuel contractors and government agencies alike. Price information will be available immediately after processing, avoiding normal mailing delays and time consuming telephone calls. DESC's Internet Homepage may be found at: <http://www.desc.dla.mil>

R. **PRIMARY SOLICITATION CONTACT POINTS:** For clarification, explanation and additional information please contact:

Mr. Leonard Lamm at (703) 767-9532 /llamm@desc.dia.mil
Ms. Patricia J. Burke at (703) 767-9531/pburke@desc.dia.mil

NOTE: If your firm does not wish to offer on this solicitation, but does wish to remain on the mailing list, this form must be returned to DESC within 30 days after the closing date of the solicitation. **Failure** to respond within the time frame may result in automatic removal from the mailing list:

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUISITION NUMBER SC0600-99-0225 &0226		PAGE 1 OF 63										
2. CONTRACT NUMBER		3.AWARD/EFFECT. DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-99-B-5001		6. SOLICITATION ISSUE DATE 04 OCT 1999									
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LEONARD LAMM				b. TELEPHONE NUMBER (no collect calls) (703) 767-9532		8. OFFER DUE DATE/ LOCAL TIME 04 NOV 99 @ 1:00 PM									
9. ISSUED BY DESC-PLB DEFENSE ENERGY SUPPORT CENTER ATTN: DESC-PLB 8725 JOHN J. KINGMAN RD, STE 4950 FT BELVOIR, VA 22060-6222 FAX: 703-767-8506 BUYER/ SYMBOL: LEONARD LAMM /PLB PHONE: (703) 767-9532 <div style="text-align: right;">COG 5</div>		CODE		SC0600		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: 5172/2911 SIZE STANDARD: 500/1500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS							
								13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)									
								13b. RATING									
										14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP							
15. DELIVER TO				CODE				16. ADMINISTERED BY				CODE					
SEE SCHEDULE								SEE BLOCK 9									
17a. CONTRACTOR / OFFEROR		CODE				FACILITY CODE				18a. PAYMENT WILL BE MADE BY				CODE			
										See Clause G150.03 ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT (EDI) (DESC OCT 1998), G150.06 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC JUL 1999), & G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC JUL 1999).							
TELEPHONE NO.				FAX NO.													
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER								18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT					
SEE SCHEDULE		(Attach additional Sheets as Necessary)															
25. ACCOUNTING AND APPROPRIATION DATA										26. TOTAL AWARD AMOUNT (For Govt. Use Only)							
97XXXX4930.SCF0 01 26.1 S33150																	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.																	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.								<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____.									
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) RAY B. BONE											
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				31c. DATE SIGNED							
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR							
						<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL											
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER							
						38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY							
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						42a. RECEIVED BY (Print)											
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT (Location)											
						42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS									

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ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF ILLINOIS

EAST ST. LOUIS,
IL, USPS, 950 MISSOURI AVENUE 62201-9998
ST CLAIR COUNTY
DELIVERY FEDAAC: 18519W
ORDERING OFFICE: 618-875-0200 EXT 24

B46-28 GASOLINE, REG UNL (MUR) 88,000 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON TANK
ANTICIPATE 100% ON HIGHWAY USE

EVANSTON,
IL, USPS, VMF, 1700 EMERSON STREET, 60201-3495
COOK COUNTY
DELIVERY FEDAAC: 1851GW
ORDERING OFFICE: 708-869-5895

B52-08 RFG REGULAR UNLEADED (MRR) 150,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/6,000 GALLON TANK
ANTICIPATE 98% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF ILLINOIS

GRANITE CITY
IL, ARMY, CHARLES MELVIN PRICE SUPPORT CENTER, AVSCOM, ROUTE 3,
NIEDIRING HAUSE AVENUE
MADISON COUNTY
DELIVERY DODAAC: W52H01
BILLING DODAAC : W31G3G
ORDERING OFFICE: 256-876-8374

006-12 DIESEL FUEL #1 (DL1) 10,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/2,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 85% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY: OCT THRU MAR

GREAT LAKES,
IL, NAVY, PUBLIC WORKS CENTER, NAVAL TRAINING CENTER
LAKE COUNTY
DELIVERY DODAAC: N00210
BILLING DODAAC : N65113
ORDERING OFFICE: 847-688-4978

510-55 FUEL OIL, BURNER #6 (FS6) 112,500 GL
MAX. SULFUR CONTENT 0.92 %

TANK TRUCK (TT), INTO
2/1,000,000 GALLON TANKS AT BUILDING 11
1/400,000 GALLON TANK AT BUILDING 11
DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0730-1200

SP0600-99-B-5001

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF ILLINOIS

MARION,
IL, DJ, US PENITENTIARY, BETWEEN ROUTE #37, #57 AND #148 ON LITTLE
GRASSY ROAD, 1.4 MILES NORTH OF GRANGE CHURCH,
WILLIAMSON COUNTY
DELIVERY FEDAAC: 155103
ORDERING OFFICE: 618-964-1987

B70-24 GASOHOL, REG UNL (GUR) 32,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/2,000 GALLON TANK
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

B70-26 GASOLINE, MID UNL (MUM) 0 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/2,000 GALLON TANK
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
B70-19. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

B70-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/2,000 GALLON TANK
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
B70-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

SP0600-99-B-5001

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NUMBER

ESTIMATED
QUANTITY UI

STATE OF ILLINOIS

NORTH CHICAGO,
IL, VA, MEDICAL CENTER, 3300 GREEN BAY ROAD
LAKE COUNTY
DELIVERY FEDAAC: 365115
ORDERING OFFICE: 312-688-1900 EXT 3726

B79-08 RFG REGULAR UNLEADED (MRR) 150,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/5,000 GALLON TANK
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

B79-67 DIESEL FUEL #1, LOW SULF (LS1) 30,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/1,500 GALLON TANK
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

PEORIA,
IL, USAF, ANG, 182 TASG, GREATER PEORIA AIRPORT, 1474 AND SOUTH
AIRPORT ROAD TO SMITHVILLE ROAD
PEORIA COUNTY
DELIVERY DODAAC: FP6122
ORDERING OFFICE: 309-633-3238

760-12 DIESEL FUEL #1 (DL1) 30,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/5,000 GALLON TANK
ANTICIPATE 10% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY HOURS: DEC-MAR
ESCORT REQUIRED

SP0600-99-B-5001

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF ILLINOIS

760-13 DIESEL FUEL #2 (DL2) 33,400 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/5,000 GALLON TANK
ANTICIPATE 10% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
ESCORT REQUIRED

760-24 GASOHOL, REG UNL (GUR) 45,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/5,000 GALLON TANK WAGON(S)
ANTICIPATE 10% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

760-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/5,000 GALLON TANK WAGON(S)
ANTICIPATE 10% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
760-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

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SP0600-99-B-5001

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF ILLINOIS

SAVANNA
IL, ARMY, SAVANNA ARMY DEPOT, 10 MILES NORTH
CARROLL COUNTY
DELIVERY DODAAC: W52G2J
BILLING DODAAC : W25G1Q
ORDERING OFFICE: 309-782-8586

036-46 FUEL OIL, BURNER #2 (FS2) 107,000 GL

MAX. SULFUR CONTENT 0.29 %

TANK WAGON (TW), W/PUMP AND METER INTO
1/12,000 GALLON TANK
2/8,000 GALLON TANKS

2/6,000 GALLON TANKS
1/5,000 GALLON TANK
3/4,000 GALLON TANKS
2/3,500 GALLON TANKS
1/3,000 GALLON TANK
21/1,500 GALLON TANKS
16/1,000 GALLON TANKS
14/500 GALLON TANKS
2/300 GALLON TANKS
5/275 GALLON TANKS
DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0730-1400

036-54 FUEL OIL, BURNER #5 (HV) (FS5) 542,000 GL

TANK TRUCK (TT), W/PUMP INTO
6/30,000 GALLON TANKS
1/20,000 GALLON TANK
2/10,000 GALLON TANKS
DELIVERY HOURS: 0730-1400
MULTIPLE DROP

6

SP0600-99-B-5001

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF ILLINOIS

SPRINGFIELD,
IL, USAF, ANG, 183 TFG, CAPITAL AIRPORT, STATE HIGHWAY #29
SANGAMON COUNTY
DELIVERY DODAAC: FP6123
ORDERING OFFICE: 217-788-2211

765-13 DIESEL FUEL #2 (DL2) 56,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/3,000 GALLON TANK
ANTICIPATE 2% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

765-24 GASOHOL, REG UNL (GUR) 53,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/3,000 GALLON TANK

ANTICIPATE 5% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

765-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/3,000 GALLON TANK
ANTICIPATE 5% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
765-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

765-46 FUEL OIL, BURNER #2 (FS2) 28,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/10,000 GALLON TANK
DELIVERY TICKET REQUIRED

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SP0600-99-B-5001

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF IOWA

MISSOURI VALLEY,
IA, DI, FISH AND WILDLIFE SERVICE, DESOTO NATIONAL WILDLIFE REFUGE, 7
MILES WEST SOUTH HIGHWAY #30,
HARRISON COUNTY
DELIVERY FEDAAC: 1461AP
ORDERING OFFICE: 712-642-4121

C51-24 GASOHOL, REG UNL (GUR) 25,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/1,000 GALLON TANK
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

C51-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/1,000 GALLON TANK
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
C51-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

C51-46 FUEL OIL, BURNER #2 (FS2) 30,000 GL
TANK WAGON (TW), W/PUMP AND METER INTO
1/5,000 GALLON TANK
DELIVERY TICKET REQUIRED

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ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF IOWA

WATERLOO,
IA, ARMY, NG, OMS #2, 3306 AIRPORT BOULEVARD (FOR USPFO IOWA)
BLACK HAWK COUNTY
DELIVERY DODAAC: W54VDX
BILLING DODAAC : W54CJX
ORDERING OFFICE: 515-252-4613

181-13 DIESEL FUEL #2 (DL2) 25,000 GL
TANK WAGON (TW), W/PUMP AND METER INTO
1/4,000 GALLON BELOW GROUND TANK
1/600 GALLON POD(S)
1/1,200 GALLON TANK AND PUMP UNIT(S)
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

STATE OF MICHIGAN

ALPENA,
MI, USAF, ANG, PHELPS COLLINS ANG BASE, HIGHWAY #32
ALPENA COUNTY
DELIVERY DODAAC: FP6223
ORDERING OFFICE: 517-354-6357

780-24 GASOHOL, REG UNL (GUR) 67,710 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/7,500 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 10% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

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SP0600-99-B-5001

ITEM
NUMBER

ESTIMATED
QUANTITY UI

STATE OF MICHIGAN

ALPENA,
MI, USAF, ANG, PHELPS COLLINS ANG BASE, HIGHWAY #32
ALPENA COUNTY
 DELIVERY DODAAC: FP6223
 ORDERING OFFICE: 517-354-6357

780-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), W/PUMP AND METER INTO
1/7,500 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 10% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
780-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

ANN ARBOR,
MI, USPS, VMF, 2075 WEST STADIUM BOULEVARD, 48106-9998
WASHTENAW COUNTY
 DELIVERY FEDAAC: 18544A
 ORDERING OFFICE: 313-665-1110

D05-24 GASOHOL, REG UNL (GUR) 180,000 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON TANK
ANTICIPATE 100% ON HIGHWAY USE

D05-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRUCK (TT), INTO
 1/10,000 GALLON TANK
 ANTICIPATE 100% ON HIGHWAY USE
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 D05-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

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SP0600-99-B-5001

ITEM
 NUMBER

ESTIMATED
 QUANTITY UI

 STATE OF MICHIGAN

DETROIT
 MI, USPS, VMF, 1770 14TH STREET 48216-1840
 WAYNE COUNTY
 DELIVERY FEDAAC: 185442
 ORDERING OFFICE: 313-226-8500

D19-24 GASOHOL, REG UNL (GUR) 375,000 GL

TANK TRUCK (TT), INTO
 1/6,000 GALLON TANK
 ANTICIPATE 50% ON HIGHWAY USE

D19-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRUCK (TT), INTO
 1/6,000 GALLON TANK
 ANTICIPATE 50% ON HIGHWAY USE
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 D19-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

DOLLAR BAY,
 MI, CG, 100 CHIPPEWA TRAIL
 HOUGHTON COUNTY
 DELIVERY FEDAAC: Z30405
 ORDERING OFFICE: 906-482-3253

D41-70 DIESEL FUEL #2, HIGH SUL (HS2) 21,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO
 1/2,000 GALLON ABOVE GROUND TANK(S)
 ANTICIPATE 0% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED

ESTIMATED	
QUANTITY	UI

STATE OF MICHIGAN

GRAYLING,
MI, ARMY, NG, CAMP GRAYLING, TRAINING SITE DIVISION (FOR USPFO
MICHIGAN)
CRAWFORD COUNTY
DELIVERY DODAAC: W56R69
BILLING DODAAC : W56LS9
ORDERING OFFICE: 517-344-6204

231-24	GASOHOL, REG UNL (GUR)	42,000	GL
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TANK WAGON (TW), W/PUMP INTO
1/6,000 GALLON BELOW GROUND TANK
ANTICIPATE 10% ON HIGHWAY USE

231-28	GASOLINE, REG UNL (MUR)	0	GL
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TANK WAGON (TW), W/PUMP INTO
1/6,000 GALLON BELOW GROUND TANK
ANTICIPATE 10% ON HIGHWAY USE
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
231-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

LIVONIA,
MI, USPS, VMF, 11800 MERRIMAN ROAD 48150-9998
WAYNE COUNTY
DELIVERY FEDAAC: 1854PT
ORDERING OFFICE: 313-427-0322

D53-24	GASOHOL, REG UNL (GUR)	180,000	GL
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TANK TRUCK (TT), INTO
1/6,000 GALLON TANK
1/4,000 GALLON TANK
ANTICIPATE 100% ON HIGHWAY USE
MULTIPLE DROP

ESTIMATED
QUANTITY UI

STATE OF MICHIGAN

TANK TRUCK (TT), INTO
1/6,000 GALLON TANK
1/4,000 GALLON TANK
ANTICIPATE 100% ON HIGHWAY USE
MULTIPLE DROP
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
D53-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

MILAN,
MI, DJ, FEDERAL CORRECTIONAL INSTITUTION, ARKONA ROAD.
WASHTENAW COUNTY

DELIVERY FEDAAC: 155402
ORDERING OFFICE: 734-439-1511 EXT 320

TANK WAGON (TW), W/PUMP AND METER INTO
1/4,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

TANK WAGON (IW), W/PUMP AND METER INTO
1/4,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
D55-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

ESTIMATED QUANTITY	UI
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MONROE,
MI, USPS, 210 WEST FRONT STREET 48161-9998
MONROE COUNTY
DELIVERY FEDAAC: 1854D4
ORDERING OFFICE: 313-241-4411

TANK WAGON (TW), INTO
1/6,000 GALLON TANK
ANTICIPATE 100% ON HIGHWAY USE

TANK WAGON (TW), INTO
1/6,000 GALLON TANK
ANTICIPATE 100% ON HIGHWAY USE
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
D56-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

WESTLAND,
MI, USPS, 6300 NORTH WAYNE ROAD, 48185-9998
WAYNE COUNTY
DELIVERY FEDAAC: 1854T3
ORDERING OFFICE: 313-326-6030

TANK TRUCK (TT), INTO
1/6,000 GALLON TANK
1/4,000 GALLON TANK
ANTICIPATE 100% ON HIGHWAY USE
MULTIPLE DROP

SP0600-99-B-5001

ITEM
NUMBERESTIMATED
QUANTITY UI-----
STATE OF MICHIGAN

D83-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRUCK (TT), INTO
 1/6,000 GALLON TANK
 1/4,000 GALLON TANK
 ANTICIPATE 100% ON HIGHWAY USE
 MULTIPLE DROP
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 D83-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

STATE OF MINNESOTA

CASS LAKE,
 MN, HHS, 7TH STREET AND BIRCH AVENUE
 CASS COUNTY
 DELIVERY FEDAAC: 7563K2
 ORDERING OFFICE: 218-335-2293 EXT 43/58

E07-43 FUEL OIL, BURNER, #1 (FS1) 45,000 GL

TANK TRUCK (TT), INTO
 1/7,000 GALLON BELOW GROUND TANK
 1/1,000 GALLON BELOW GROUND TANK
 1/265 GALLON TANK LOCATED INSIDE BLDG.
 DELIVERY HOURS: 0800-1500
 MULTIPLE DROP

ITEM
NUMBERESTIMATED
QUANTITY UI-----
STATE OF MINNESOTA

DULUTH,
 MN, USAF, ANG, 148 F.I.G.DULUTH INTERNATIONAL AIRPORT, US HIGHWAY
 #53, ARROWHEAD ROAD
 ST LOUIS COUNTY
 DELIVERY DODAAC: FP6232
 ORDERING OFFICE: 218-723-7340

805-12 DIESEL FUEL #1 (DL1) 40,200 GL

TANK WAGON (TW), INTO
 1/5,000 GALLON TANK AT BUILDING 265
 1/550 GALLON TANK AT BULK STORAGE AREA
 ANTICIPATE 2% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED

805-13 DIESEL FUEL #2 (DL2) 17,650 GL

TANK WAGON (TW), INTO
 1/5,000 GALLON TANK AT BUILDING 265
 1/550 GALLON TANK AT BULK STORAGE AREA
 ANTICIPATE 2% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED
 DELIVERY: APR - SEP

805-24 GASOHOL, REG UNL (GUR) 39,600 GL

TANK WAGON (TW), INTO
 1/5,000 GALLON TANK AT BUILDING 265
 ANTICIPATE 6% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED

805-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO
 1/5,000 GALLON TANK AT BUILDING 265
 ANTICIPATE 6% ON HIGHWAY USE
 DELIVERY TICKET REQUIRED
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
 805-24. AWARD WILL BE MADE AT THE OVERALL LEAST
 COST TO THE GOVERNMENT.

ITEM
NUMBERESTIMATED
QUANTITY UI

DULUTH,
MN, DJ, PRISON CAMP BUILDING 318, STEBNER ROAD
SAINT LOUIS COUNTY
DELIVERY FEDAAC: 155707
ORDERING OFFICE: 218-722-8634

TANK WAGON (TW), W/PUMP AND METER INTO
1/4,000 GALLON TANK
NOTE: DELIVERY TRUCKS CAN DRIVE THROUGH THE TRUCK
ENTRANCE, PROCEED DIRECTLY TO THE GARAGE AREA,
AND WAIT FOR ASSISTANCE FROM THE GARAGE FOREMAN.
ANTICIPATE 0% ON HIGHWAY USE
ESCORT REQUIRED

TANK WAGON (TW), W/PUMP AND METER INTO
1/4,000 GALLON TANK
NOTE: DELIVERY TRUCKS CAN DRIVE THROUGH THE TRUCK
ENTRANCE, PROCEED DIRECTLY TO THE GARAGE AREA,
AND WAIT FOR ASSISTANCE FROM THE GARAGE FOREMAN.
ANTICIPATE 0% ON HIGHWAY USE
ESCORT REQUIRED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
E11-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

DELIVERY FEDAAC: 155709
ORDERING OFFICE: 507-287-0477

TANK WAGON (TW), W/PUMP AND METER INTO
1/4,000 GALLON TANK
ANTICIPATE 95% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
ESCORT REQUIRED
DELIVERY: 0800 - 1030 AND 1100 - 1500

TANK WAGON (TW), W/PUMP AND METER INTO
1/4,000 GALLON TANK
ANTICIPATE 95% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
ESCORT REQUIRED
DELIVERY: 0800 - 1030 AND 1100 - 1500
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
E48-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

ESTIMATED QUANTITY	UI
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GRAND MARSH,
WI, DJ, COUNTY HIGHWAY "G" & ELK AVENUE, FCI OXFORD,
ADAMS COUNTY
DELIVERY FEDAAC: 155619
ORDERING OFFICE: 608-584-5600

F12-28	GASOLINE, REG UNL (MUR)	0	GL
	<p>TANK TRUCK (TT), W/PUMP & 4" HOSE INTO 1/6,000 GALLON TANK (BOTTOM LOADING) ANTICIPATE 25% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM F12-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.</p>		

MADISON,
WI, USAF, ANG, 128 FTR WG, TRUAX FIELD, US SOUTH HIGHWAY #51
DANE COUNTY
DELIVERY DODAAC: FP6492
ORDERING OFFICE: 608-242-4523/24

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ESTIMATED QUANTITY	UI
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STATE OF WISCONSIN

820-28	GASOLINE, REG UNL (MUR)	0	GL
	TANK WAGON (TW), W/PUMP AND METER		
	ANTICIPATE 5% ON HIGHWAY USE		
	NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM		
	820-24. AWARD WILL BE MADE AT THE OVERALL LEAST		
	COST TO THE GOVERNMENT.		

PARK FALLS,
WI, DA, FOREST SERVICE, CHEQUAMEGON NATIONAL FOREST, CENTRAL REPAIR
SHOP
PRICE COUNTY
DELIVERY FEDAAC: 1256A2
ORDERING OFFICE: 715-762-2461

TANK TRK/TRL (TTR), INTO
1/10,000 GALLON TANK
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0800-1530

TANK TRK/TRL (TTR), INTO
1/10,000 GALLON TANK
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0800-1530
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
F41-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

K1.01-9 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALT I)
(JUN 1999/OCT 1998)

(a) **DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

(2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(3) **Women-owned small business concern** means a small business concern--

(i) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(4) **Women-owned business concern** means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M).** (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____

(4) **TYPE OF ORGANIZATION.**

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other: _____.

(5) **COMMON PARENT.**

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

K1.01-9 (CONT'D)

(1) **SMALL BUSINESS CONCERN.** The offeror represents as part of its offer that it--

- ☐ is
☐ is not

a small business concern.

(2) **SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents, for general statistical purposes, that it--

- ☐ is
☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) **WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it--

- ☐ is
☐ is not

a women-owned small business concern.

NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) **WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it -

- ☐ is

a woman-owned business concern.

(5) **TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(6) **SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.** (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) **(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

- ☐ is
☐ is not

an emerging small business.

(ii) **(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)).** The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

K1.01-9 (CONT'D)

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) **(Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)**

(i) **GENERAL.** The offeror represents that either--

(A) It--

- ☐ is
☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

- ☐ has
☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.

(8) **(Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.)** The offeror shall check the category in which its ownership falls:

- ☐ Black American
☐ Hispanic American
☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

K1.01-9 (CONT'D)

- ☐ Asian Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(d) CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.

(1) PREVIOUS CONTRACTS AND COMPLIANCE. The offeror represents that--

(i) It--

- ☐ has
- ☐ has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and

(ii) It--

- ☐ has
- ☐ has not

filed all required compliance reports.

(2) AFFIRMATIVE ACTION COMPLIANCE. The offeror represents that--

(i) It--

- ☐ has developed and has on file
- ☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is incorporated by reference in this solicitation.)

K1.01-9 (CONT'D)

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "domestic end product":

(Insert line item no.)

(ii) The offeror certifies that the following supplies are qualifying country end products:

(Insert line item no.)

(Insert country of origin)

(iii) The offeror certifies that the following supplies are qualify as designated country end products:

(Insert line item no.)

(Insert country of origin)

(iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(Insert line item no.)

(Insert country of origin)

(v) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item no.)

(Insert country of origin)

(vi) The offeror certifies that the following supplies are other nondesignated country end products:

(Insert line item no.)

(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

(g) BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is incorporated by reference in this solicitation.)

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "domestic end products":

(Insert line item number)

K1.01-9 (CONT'D)

- (ii) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

(Insert line item number)

(Insert country of origin)

- (iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item number)

(Insert country of origin)

- (iv) The offeror certifies that the following supplies are other non-NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

(h) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).

The offeror certifies, to the best of its knowledge and belief, that--

- (1) The offeror and/or any of its principals

☐ are

☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

and

- (2) ☐ Have or

☐ Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract ; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

☐ are or

☐ are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(FAR 52.212-3/Alt I)

K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)(a) **DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000)

K2.01 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1998)

(a) **GENERAL.** This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) **REPRESENTATIONS.**

(1) **GENERAL.** The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) [] It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification.

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or

(ii) [] It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] **For Joint Ventures.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements of 13 CFR 124.1002(f) and that the representations in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) **PENALTIES AND REMEDIES.** Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(FAR 52.219-22)

L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC AUG 1999)

(a) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(b) **MASTER SOLICITATION.**

(1) This solicitation is [], is not [X] a master solicitation for the **COG 5** Purchase Program. If this is a master solicitation, it will contain the terms and conditions for this solicitation and for future supplemental solicitations in the program year. Each supplemental solicitation will incorporate by reference the same terms and conditions as this master solicitation, except as specifically stated in that supplemental solicitation. The identical terms and conditions will not be repeated. (Therefore, if this is a master solicitation, it should be retained for the duration of the program.) However, each supplemental solicitation will be considered a separate and individual solicitation.

(2) The initial opening/closing date for the solicitation is **04 November 1999**. Subsequent openings/closings for future requirements will be on an as-required basis starting with the first supplemental solicitation and thereafter until the end of the program ordering period as stated in the solicitation.

L2.05-5 (CONT'D)**(c) SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, signed and dated offers and modifications thereto shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror at or before the exact time specified in this solicitation. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information in subdivisions (i) and (ii) above. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation.

(2) The first page of the offer must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) Include name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (iv) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (v) Terms of any express warranty;
- (vi) Price and any discount terms; and**
- (vii) A completed copy of the representations and certifications in the Offeror Submission Package.

(3) IFBs ONLY.

- (i) Facsimile bids **are not** authorized for this solicitation.
- (ii) **EVALUATION - Net Payment Terms.** Offers under an IFB that include net payment terms less than 30 days will be determined nonresponsive.
- (iii) Prices shall be offered on an economic price adjustment basis only. Firm prices will be nonresponsive and will be rejected.
- (iv) The prices set forth on the Price Data Sheet in the block marked "Bid Price" will be a per gallon price. These prices shall not exceed six digits to the right of the decimal (e.g., \$1.030454).

(4) RFPs ONLY.

- (i) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.
- (ii) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (d) STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE AND SMALL BUSINESS SIZE STANDARD.** The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.

(e) PERIOD FOR ACCEPTANCE OF OFFERS. The offeror agrees to hold the prices in its offer firm for **120** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(f) PRODUCT SAMPLES. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(g) MULTIPLE OFFERS. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(h) LATE OFFERS.

(1) FOR IFBs. See the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision in Addendum 1.

(2) FOR RFPs.

(i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term **working days** excludes weekends and U.S. Federal holidays;

L2.05-5 (CONT'D)

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. **Postmark** means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offeror or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. **Postmark** has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the FACSIMILE PROPOSALS provision. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is **1:00 P.M. 04 November 1999, local time for the designated Government office.**

(i) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(j) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.

(k) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(l) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(m) **CONTRACT AWARD.**

(1) **RFPs ONLY (not applicable to IFBs).**

(i) While the Government intends to evaluate offers and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(ii) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(iii) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

L2.05-5 (CONT'D)

(2) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, cost or price and other factors (including subfactors) specified elsewhere in this solicitation, considered.

(3) The Government may reject any or all offers if such action is in the Government's interest.

(4) The Government may waive informalities and minor irregularities in offers received.

(5) The Government may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(6) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

(7) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(n) AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA, FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION
470 L'ENFANT PLAZA, SW, SUITE 8100
WASHINGTON, DC 20407
TELEPHONE: (202) 619-8925
FAX: (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the address in (i) above. Additional copies will be issued for a fee.

(2) The DOD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)
BUILDING 4, SECTION D
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5094
TELEPHONE: (215) 697-2179
FAX: (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2179; or

(B) Through the DoDSSP Internet site at <http://www.dodssp.dla.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(o) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (Applies to offers exceeding \$25,000.)** The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "**DUNS**" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call **1-800-333-0505**. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com. (FAR 52.212-1, tailored/DESC 52.212-9F20)

11.03-1 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (MAY 1999)

(a) **INSPECTION/ACCEPTANCE.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **ASSIGNMENT.** The Contractor or its assignee's right to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) **CHANGES.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purposes of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

(j) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **TAXES.** The contract price includes all applicable Federal, State, and local taxes and duties.

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

II.03-1 (CONT'D)

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(FAR 52.212-4)

II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 1999)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b), which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions commercial items or components:

(Contracting Officer shall check as appropriate.)

☒ 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

☐ 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994). ☐ Alt I. ☐ Alt II.

☒ 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).

II.04 (CONT'D)

- ☒ 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- ☒ 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- ☐ 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). ☐ Alt I.
- ☐ 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☒ 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☒ 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ☒ 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☐ 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).
- ☐ 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- ☐ 52.225-18, European Union Sanction for End Products (E.O. 12849).
- ☐ 52.225-19, European Union Sanction for Services (E.O. 12849).
- ☐ 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187). ☐ Alt I.
- ☐ 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332).
- ☐ 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C. 3332).
- ☐ 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ☐ 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ☐ 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

II.04 (CONT'D)

(c) The Contractor agrees to comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate)

☐ 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

☐ 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS - NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:

52.222-26, Equal Opportunity (E.O. 11246);

52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and

52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(FAR 52.212-5)

II.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 1999)

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- ☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders, 10 U.S.C. 2416
- ☐ 252.206-7000 Domestic Source Restriction, 10 U.S.C. 2304
- ☐ 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts), 15 U.S.C. 637
- ☐ 252.225-7001 Buy American Act and Balance of Payments Program, 41 U.S.C. 10a-10-d, E.O. 10582
- ☐ 252.225-7007 Buy American Act -Trade Agreements Act - Balance of Payments Program (☐ Alt I), 41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note
- ☐ 252.225-7012 Preference for Certain Domestic Commodities
- ☐ 252.225-7014 Preference for Domestic Specialty Metals. - 10 U.S.C. 2341 note
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools. - 10 U.S.C. 2241 note
- ☐ 252.225-7021 Trade Agreements (☐ Alt I), 19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales, 22 U.S.C. 2779
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments, 22 U.S.C. 2755
- ☐ 252.225-7029 Restriction on Acquisition of Air Circuit Breakers, 10 U.S.C. 2534(a)93)
- ☐ 252.225-7036 Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (☐ Alt I), 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note
- ☐ 252.227-7015 Technical Data Commercial Items, 10 U.S.C. 2320
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data, 10 U.S.C. 2321
- ☐ 252.243-7002 Certification of Requests for Equitable Adjustment, 10 U.S.C. 2410
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea, 10 U.S.C. 2631

(c) In addition to the clauses listed in paragraph (b) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under the contract.

- ☐ 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

(DFARS 252.212-7001)

ADDENDUM #1
PREAWARD SOLICITATION PROVISIONS

K1.01-7 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (CONT'D)
(DESC FEB 1999)

SMALL BUSINESS CONCERN REPRESENTATION - OFFEROR'S MANUFACTURING SOURCE.

(a) The representation in (c) below concerning the offeror's manufacturing source applies to Small Business Set-Aside (SBSA) line items, Small Disadvantaged Business Price Evaluation Adjustment (SDB PEA) line items, and HUBZone Small Business (HSB) line items only.

(1) To be eligible for either the SBSA or SDB PEA, the representation in (c)(1) below must state that all end items will be manufactured or produced by a small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(2) To be eligible for the HSB preference, the representation in (c)(2) below must state that all end items will be manufactured or produced by a HUBZone small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Failure to complete (c) below and failure to submit same with the offer may render the offer ineligible for award in any of these programs.

(c) (1) **SBSA/SDB PEA REPRESENTATION.** The small business concern represents as part of its offer that--

☐ all

☐ not all

end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(2) **HSB REPRESENTATIONS.** The small business concern represents as part of its offer that—

☐ all

☐ not all

end items to be furnished will be manufactured or produced by a HUBZone small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(DESC 52.212-9F35)

K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "**DUNS**" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at **1-800-333-0505**. The offeror should be prepared to provide the following information:

- (1) Company name;
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.204-6)

K5 USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994)**(a) DEFINITIONS.**

- (1) **Electronic Data Interchange** (EDI) means the computer-to-computer exchange of business documents between trading partners using a public standard format.
- (2) **American National Standards Institute** (ANSI) means the agency that formulates the guidelines for the standards used in EDI transactions. X12 is the ANSI subcommittee responsible for the development and maintenance of guidelines for use in exchanging standard business transactions electronically.
- (3) **Trading partner** means any business customer engaging in an EDI program.
- (4) **Trading Partner Agreement** (TPA) means the legal document wherein the trading partners agree to the electronic exchange of documents.
- (5) **Value Added Network** (VAN) means the electronic mailbox through which EDI partners exchange business transactions.
- (b) The Defense Energy Support Center (DESC) may utilize EDI for certain documents in contracts awarded under this solicitation. DESC has implemented a system using the (ANSI) X12 standards, as applicable, for EDI. When EDI procedures are to be used, DESC and the Contractor will enter into a TPA.
- (c) ☐ A check in this block indicates that the Contractor has already entered into a TPA with DESC.
- (d) Upon submission of the following data, DESC will forward a TPA to the Contractor for execution:

(1) Company Name: _____

(2) Point of Contact for EDI: _____

(3) POC's Telephone Number: _____

(4) POC's Address: _____

(5) VAN Service Provider(s): _____

(6) Provide information for the following fields:

ISA07 Company Qualifier _____

ISA08 Company Value _____

GS03 Company Value _____

(7) Please identify:

Element Separator: _____

Subelement Separator: _____

Segment Terminator: _____

(e) By execution of the TPA, the Contractor agrees to be bound by the terms and conditions of the agreement governing any transactions with the Government through EDI, in addition to the terms and conditions of the contract. TPAs will be contract independent. Only one will be signed between the Contractor and DESC. As contracts are awarded, the TPA will be incorporated into the specific contracts upon the mutual agreement of the Contractor and DESC.

(f) When a TPA is executed--

- (1) The TPA shall identify, among other things, the VAN(s) through which electronic transmissions are made, the Transaction Sets available, security procedures, and guidelines for implementation.
- (2) The Contractor shall be responsible for providing its own computer hardware, computer software, and VAN connections necessary to transmit and receive data electronically under the framework of the TPA.
- (3) Transaction Sets will be unique to each contract and will be incorporated into contracts as agreed to by the parties.
- (4) Nothing in the TPA will invalidate any part of the contract between the Contractor and DESC.
- (5) All terms and conditions that would otherwise be applicable to a paper document shall apply to the electronic document.

(DESC 52.232-9F30)

K45.01 FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998)**(a) FACSIMILE INVOICING.**

(1) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(2) Offeror shall indicate whether or not he intends to submit invoices via FAX:

[] YES [] NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT clause for FAX invoicing procedures.

(4) RETURN OF INVOICES BY THE PAYING OFFICE.

(i) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the offeror via FAX with the reason for return.

(ii) The offeror's FAX number for returning improper invoices is--

(For overseas locations, include the country code)

(b) ELECTRONIC INVOICING (EDI)

(1) Electronic submission of invoices via Electronic Data Interchange (EDI) for all applicable items (as defined in the SUBMISSION OF INVOICES FOR PAYMENT clause) is authorized when the offeror will utilize this method of invoicing at all times for those affected items.

(2) The offeror shall indicate whether it intends to submit electronic invoices via EDI.

[] YES [] NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT for electronic invoicing procedures.

(DESC 52.232-9F20)

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**(a) DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) Significant interest, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) DISCLOSURE.

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

**L117 NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE DELIVERY OF PRODUCT
(DOMESTIC PC&S) (DESC JUN 1997)**

[] Check here if not subcontracting with a transportation company in the performance of any resultant contract.

(a) In the performance of any resultant contract, offeror agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs.

Offerors shall submit the name, address, and telephone number of the transportation company(ies) that will be utilized in the performance of any resultant contract. In addition, it is requested that offerors provide the State(s) in which the transporter is authorized to conduct business.

(b) The information provided will not be used in the evaluation of offer prices. However, the information is subject to review by the Contracting Officer and could result in a nonresponsibility determination. Failure to provide the requested information may also render the offeror nonresponsive.

(c) Should any of the specified information change prior to award, offerors are required to provide the Contracting Officer with the updated information (also see the NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY clause in Addendum II).

Name, Address, and Phone Number
of Transportation Company

State(s) in which transporter
is authorized to operate

(DESC 52.247-9F60)

L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)

(a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

(b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.

(c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision.

(DESC 52.252-9F05)

ADDENDUM #2
POST-AWARD SOLICITATION PROVISIONS

B19.19 ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUL 1999)

(a) **WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause;

and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

(b) **DEFINITIONS.** As used throughout this clause, the term--

(1) **Base price** means--

(i) The unit price offered for an item and included in the contract award schedule; or

(ii) During any subsequent program year, either the effective contract price as of the start of the subsequent program year, or the price agreed upon as of the start of the subsequent program year.

(2) **Base reference price** means the preselected reference price for an item as published on 20 September 1999. In the event one or more applicable reference prices are not (or were not) published on the date shown, then the term **base reference price** means the preselected reference price for an item as published on the date nearest in time prior to the date shown.

(3) **Reference price** means that published reference price or combination of published reference prices preselected by the Government for price adjustment for individual items by product, market area, and publication as specified in (f) below.

(4) **Date of delivery** means--

(i) **FOR TANKER OR BARGE DELIVERIES.**

(A) **F.O.B. ORIGIN.** The date and time vessel commences loading.

(B) **F.O.B. DESTINATION.** The date and time vessel commences discharging.

(ii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received on a truck-by-truck basis.

(5) **Calendar week** means a consecutive seven-day period, beginning with whichever day of the week is specified in (c)(1)

below.

(c) **ADJUSTMENTS.** Contract price adjustments shall be provided via notification through contract modifications and/or posting to the DESC web page under the heading **Doing Business with DESC** to reflect any price change pursuant to this clause.

(1) **DAY OF PUBLICATION.**

(i) **PLATT'S BUNKERWIRE AND BUNKERFUELS REPORT.** For items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Tuesday** of the calendar week in which the delivery is made, or, in the event there is no publication on Tuesday of that week, it shall be the item's preselected reference price published on the previous Tuesday.

(ii) **OTHER PUBLICATIONS.** Except for items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Monday** of the calendar week in which the delivery is made, or, in the event there is no publication in that week, it shall be the item's preselected reference price as last previously published.

(2) **CALCULATIONS.** The prices payable hereunder shall be determined by adding to the award price the same number of cents, or fraction thereof, that the reference price increases or decreases, per like unit of measure. All arithmetical calculations, including the final adjusted unit price, shall be carried to six decimal places, truncated.

(i) If averages are published within a given publication, then these averages will be used.

(ii) If averages are not available within a given publication, manually calculated averages will be used.

(3) **REVISION OF PUBLISHED REFERENCE PRICE.** In the event--

(i) Any applicable reference price is discontinued or its method of derivation is altered substantially; or

(ii) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market

conditions--

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the reference price was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(4) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

B19.19 (CONT'D)

(5) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed **60** percent of the base price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter.

(i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with an appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(d) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(e) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(f) **PUBLICATIONS:** The following publication(s) is (are) used:

OPIS-Oil Price Information Service Pad Reports-Average price for the city and product(s) noted (use for Gasolines-Clear, Oxygenated, and Reformulated; No. 2 Low and High Sulfur, and No. 1 Low Sulfur). Note: For Reformulated Gasoline in the OPIS Publication the RFG AVG will be used exclusively.

PLATTS-Platt's Oilgram Price Report-Five Day Rolling Average Table 5 Days ending on Friday. The average of the high and low price for the location and product noted (Residual).

(DESC 52.216-9FW1)

C16.69 FUEL SPECIFICATIONS (PC&S) (DESC JUL 1999)

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements at the time deliveries are made. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply. Product(s) to be supplied shall fully meet the requirements of the applicable specification(s) as cited below.

NOTE: Gasoline Reid Vapor Pressure (RVP) specification requirements are seasonal and vary geographically throughout the United States. Therefore, Contractors are expected to know the local, State, or Federal RVP requirements of areas being supplied and comply with those requirements.

(a) **GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** ASTM D 4814 applies.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE (6)</u>	<u>AKI, MINIMUM (1)</u>
9130-00-148-7103	Gasoline, Regular Unleaded	87(3)
9130-01-272-0983	Gasoline, Midgrade Unleaded	89
9130-00-148-7104	Gasoline, Premium Unleaded	91

(1) The following oxygenates are permitted at this time:

<u>OXYGENATE</u>	<u>VOLUME % ALLOWED</u>
Ethanol (only during the oxygenated fuel season)	9.0 min. to 11.0 max.
Methyl tertiary-butyl ether (MTBE)	15.0 max.
Ethyl tertiary-butyl ether (ETBE)	17.0 max.

(2) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

C16.69 (CONT'D)

(3) In addition to an AKI of 87 minimum, the MON must not be less than 82.

(4) Blending of oxygenates into gasoline to meet oxygenated fuel requirements shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(5) See the SPECIFICATIONS (CONT'D) clause for additional regional gasoline requirements.

(b) **GASOHOL, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** In accordance with Executive Order 12261 of January 5, 1981, "Gasohol in Federal Motor Vehicles," Gasohol may be considered an acceptable substitute for Unleaded Gasoline. The Unleaded Gasoline items that permit the substitution of Gasohol are identified in the Schedule. Contractors are required to state, for each line item in their offer, whether Gasohol will be provided. Contractors will not be permitted to substitute Unleaded Gasoline under line items awarded as gasohol. Also, Contractors are not permitted to substitute gasohol for gasoline under line items awarded as gasoline, except when Government regulations mandate use of fuel containing an oxygenate for control of carbon monoxide pollution. CID A-A-52530 dated October 10, 1995, applies.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>AKI, MINIMUM (1)</u>
9130-01-090-1093	Gasohol, Regular Unleaded	87
9130-01-355-2393	Gasohol, Midgrade Unleaded	89
9130-01-090-1094	Gasohol, Premium Unleaded	91

(1) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(2) Blending of ethanol into gasoline to make gasohol shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional requirements affecting gasohol.

(c) **REFORMULATED GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** ASTM D 4814 applies, as modified by the Environmental Protection Agency (EPA) requirements detailed in 40 CFR Part 80 - "Regulation of Fuels and Fuel Additives; Standards for Reformulated and Conventional Gasoline; Final Rule," published in the February 16, 1994 Federal Register. In part, these regulations mandate that reformulated gasoline must meet two performance requirements: no net increase in emissions of oxides of nitrogen versus the baseline gasoline marketed by a refiner in 1990; and a 15 percent reduction in emissions of volatile organic compounds (VOCs) versus the baseline gasoline marketed by a refiner in 1990. Further, these regulations mandate that reformulated gasoline must meet three compositional requirements: 2.0 weight percent minimum oxygen; 1.0 volume percent maximum benzene; and no heavy metals (lead and manganese are examples of such metals).

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>AKI, MINIMUM (1)</u>
9130-01-388-4080	Reformulated Gasoline, Regular	87
9130-01-388-4513	Reformulated Gasoline, Midgrade	89
9130-01-388-4524	Reformulated Gasoline, Premium	91

(1) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(2) Blending of permissible oxygenate into gasoline shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional reformulated gasoline requirements.

(d) **DIESEL FUEL.** ALL FACILITIES REQUIRING DIESEL FUEL FOR ON-HIGHWAY USE SHALL BE SUPPLIED PRODUCT WITH A MAXIMUM SULFUR CONTENT OF 0.05 WEIGHT PERCENT.

NOTE: FROM JULY 1, 1999, TO JANUARY 1, 2004, ALASKA IS EXEMPT FROM THE DIESEL FUEL MAXIMUM SULFUR CONTENT OF 0.05 WEIGHT PERCENT FOR ON-HIGHWAY USE STATED. THIS TEMPORARY EXEMPTION IS PUBLISHED IN THE FEDERAL REGISTER (VOL 64) DATED 25 JUNE 1999, 40 CFR PART 69.

C16.69 (CONT'D)

(1) **APPLICABLE TO GRADES DL2, DL1, DLS, DLW, DF2, AND DF1 ONLY.** Product shall conform to the Commercial Item Description A-A-52557, Fuel Oil, Diesel, For Posts, Camps, and Stations, dated January 2, 1996. Product classification is shown below.

LOW SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-000-0184	Grade Low Sulfur No. 2-D	DL2	0.05 wt%	No
9140-00-000-0185	Grade Low Sulfur No. 1-D	DL1	0.05 wt%	No
9140-01-413-7511	Grade Low Sulfur No. 2-D	DLS	0.05 wt%	Yes
9140-01-412-1311	Grade Low Sulfur No. 1-D	DLW	0.05 wt%	Yes

HIGH SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-286-5294	Grade No. 2-D	DF2	0.50 wt%	Yes
9140-00-286-5286	Grade No. 1-D	DF1	0.50 wt%	Yes

(i) Unless otherwise specified in the Schedule, the cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.

(ii) Fuel Stabilizer Additive, Corrosion Inhibitor/Lubricity Improver, and Fuel System Icing Inhibitor are not mandatory additives.

(iii) As a means of identification, the Internal Revenue Service (IRS) requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol), must be added to all nontaxable diesel and all nontaxable kerosene used for purposes other than military jet fuel. The definitions of diesel and kerosene are provided in 26 CFR Section 48.4081-1. The minimum concentration is provided in 40 CFR Part 80.

(iv) **FOR ALASKA LOCATIONS.** From July 1, 1999, to January 1, 2004, Alaska is exempt from the EPA's diesel fuel dyeing requirements stated in 40 CFR Part 80 as long as the diesel fuel meets a minimum cetane index of 40. This temporary exemption is published in the Federal Register (Vol 64) dated 25 June 1999, 40 CFR Part 69.

(A) In the event high-sulfur diesel fuel is shipped from Alaska to the lower 48 states, it would be necessary for the producer or shipping facility to add dye to the noncomplying fuel before it is introduced into commerce in the lower 48 states. In addition, supporting documentation must clearly indicate the fuel may not comply with the sulfur standard for motor vehicle diesel fuel and is not to be used in a motor vehicle.

(B) Conversely, EPA will not require high sulfur diesel fuel to be dyed if it is being shipped from the lower 48 states to Alaska, but supporting documentation must substantiate that the fuel is only for shipment to Alaska and that it may not comply with the sulfur standard for motor vehicle diesel fuel.

(2) **APPLICABLE TO GRADES LS2, LS1, LSS, LSW, HS2, AND HS1 ONLY.** Product shall conform to ASTM D 975. Product classification is shown below:

LOW SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-398-0697	Grade Low Sulfur No. 2-D	LS2	0.05 wt%	No
9140-01-398-1130	Grade Low Sulfur No. 1-D	LS1	0.05 wt%	No
9140-01-413-4919	Grade Low Sulfur No. 2-D	LSS	0.05 wt%	Yes
9140-01-413-7494	Grade Low Sulfur No. 1-D	LSW	0.05 wt%	Yes

C16.69 (CONT'D)**HIGH SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-398-1395	Grade No. 2-D	HS2	0.50 wt%	Yes
9140-01-398-1422	Grade No. 1-D	HS1	0.50 wt%	Yes

(i) Unless otherwise specified in the Schedule, the cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.

(ii) As a means of identification, the IRS requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol) must be added to all nontaxable diesel and all nontaxable kerosene used for purposes other than military jet fuel. The definitions of diesel and kerosene are provided in 26 CFR Section 48.4081-1. The minimum concentration is provided in 40 CFR Part 80.

(iii) **FOR ALASKA LOCATIONS.** From July 1, 1999, to January 1, 2004, Alaska is exempt from the EPA's diesel fuel dying requirements stated in 40 CFR Part 80 as long as the diesel fuel meets a minimum cetane index of 40. This temporary exemption is published in the Federal Register (Vol 64) dated 25 June 1999, 40 CFR Part 69.

(A) In the event high-sulfur diesel fuel is shipped from Alaska to the lower 48 states, it would be necessary for the producer or shipping facility to add dye to the noncomplying fuel before it is introduced into commerce in the lower 48 states. In addition, supporting documentation must clearly indicate the fuel may not comply with the sulfur standard for motor vehicle diesel fuel and is not to be used in a motor vehicle.

(B) Conversely, EPA will not require high sulfur diesel fuel to be dyed if it is being shipped from the lower 48 states to Alaska, but supporting documentation must substantiate that the fuel is only for shipment to Alaska and that it may not comply with the sulfur standard for motor vehicle diesel fuel.

(3) **APPLICABLE TO ALL GRADES.** Blending of one grade of diesel fuel with another grade, or other compatible components, to produce a different grade or a variation within a grade is permitted. However, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the desired fuel.

(4) **APPLICABLE TO #1 DIESEL GRADES ONLY.** DESC frequently requires #1 diesel fuel grades when it is anticipated that the fuel may be exposed to temperatures below 10°F (-12°C). This product shall conform to ASTM Specification D 975 or CID A-A-52557. Contractors electing to deliver kerosene to meet #1 diesel fuel requirements must--

(i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 diesel fuel specifications, including specifically, viscosity and cetane index; **AND**

(ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 diesel fuel is being delivered.

(e) **FUEL OIL, BURNER, GRADES 1, 2, 4(LIGHT), 4, 5(LIGHT), 5(HEAVY), AND 6.** ASTM D 396 applies.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>
9140-00-247-4366	Fuel Oil, Burner 1
9140-00-247-4365	Fuel Oil, Burner 2
9140-01-107-6139	Fuel Oil, Burner 4 (Light)
9140-00-247-4360	Fuel Oil, Burner 4
9140-01-058-4431	Fuel Oil, Burner 5 (Light)
9140-00-247-4359	Fuel Oil, Burner 5 (Heavy)
9140-00-247-4354	Fuel Oil, Burner 6

(1) Refer to the Schedule of the maximum allowable sulfur content for Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or State/local environmental requirements, whichever is more stringent.

C16.69 (CONT'D)

(2) **FUEL OIL, BURNER, GRADES 4, 4(LIGHT), 5(LIGHT), 5(HEAVY), AND 6.** All residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. When the fuel oil offered contains used oil or other recycled petroleum components, the product shall meet the additional minimum specification requirements as follows:

<u>ALLOWABLE CONSTITUENT/PROPERTY</u>		<u>TEST METHOD</u> ¹	<u>REQUIRED DETECTION LIMIT</u>	<u>MAXIMUM LEVEL</u>
1.	Arsenic	EPA SW-846 6010 ^{2,3,4}	0.5 ppm max	5 ppm max
2.	Cadmium	EPA SW-846 6010 ^{2,3}	0.2 ppm max	2 ppm max
3.	Chromium	EPA SW-846 6010 ^{2,3}	1.0 ppm max	10 ppm max
4.	Lead	EPA SW-846 6010 ^{2,3}	10 ppm max	100 ppm max
5.	Total Halogens	EPA SW-846 5050/9056 ⁵	NA	1000 ppm max
6.	Flash Point	ASTM D 93	NA	100°F (38°C) min

NOTES:

1. Choose the appropriate sample preparation method as outlines in EPA SW-846, in order to achieve required detection limits.
 2. Background correction must be performed for test method 6010. Laboratory control sample(s) (LCS) containing target analytes must be run for each Quality Control (QC) batch. The LCS must be matrix matched and made with commercially available National Institute of Standards and Technology (NIST) traceable organo-metallic standards. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.
 3. If the required detection limit of 0.5 ppm cannot be achieved by test method 6010, test method 7060 may be used in order to achieve that requirement. Background correction must be performed. Zeeman or Smith-Hieftje interference correction will be used. Deuterium interference correction will not be accepted under any circumstance. An analytical spike must be performed for each sample. LCS must be prepared and analyzed as outlined in Note 2 above. Adherence to all required method QC must be documented and available for review.
 4. Test method 6020 may be used in place of test method 6010. LCS must be prepared and analyzed as outlined in note 2 above. Adherence to all required method QC must be documented and available for review.
 5. A bomb blank must be run and analyzed for each QC batch. A LCS of an NIST traceable organic chloride must be run with each QC batch. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.
- (3) The above specification requirements reflect the Federal EPA specifications for used oil contained in 40 CFR Parts 266 and 279. If State or local requirements for used oil are more stringent, the fuel oil offered will be required to comply with such. Copies of SW-846 (Test Method for Evaluating Solid Waste) can be obtained from the U.S. Government Printing Office, Washington, DC 20422, stock number 955-001-00000-1. Test methods must be run by a State certified laboratory.
- (4) The supply of off-specification used oil as described in EPA regulations, 40 CFR Parts 266 and 279, is not acceptable.

A CONTRACTOR WILL NOT BE PERMITTED TO SUPPLY PRODUCT CONTAINING USED OIL UNLESS (1) IT DISCLOSED IN ITS OFFER THAT PRODUCT WOULD CONTAIN USED OIL, AND (2) THE SUPPLY OF PRODUCT CONTAINING USED OIL IS APPROVED BY THE CONTRACTING OFFICER PRIOR TO AWARD.

C16.69 (CONT'D)

[] The offeror represents that it will provide certified test reports with associated QC documents validating EPA used oil standards, contained in 40 CFR Parts 266 and 279, or State/local requirements, whichever is more stringent, for all contract deliveries under the line items identified above to--

ATTN: DESC-BPE ROOM 2954
 DEFENSE ENERGY SUPPORT CENTER
 8725 JOHN J KINGMAN ROAD SUITE 4950
 FORT BELVOIR VA 22060-6222

Offeror's EPA Identification Number: _____

(5) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted; however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.

(6) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 wt %, using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

(f) **KEROSENE.** Product shall conform to ASTM D 3699. Classification of product is shown below.

LOW SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-292-4460	Kerosene, Grade No. 1-K	KS1	0.04 wt% max	No
9140-01-461-3989	Kerosene, Grade No. 1-K	KSR	0.04 wt% max	Yes

HIGH SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-242-6748	Kerosene, Grade No. 2-K	KSN	0.30 wt% max	Yes

NOTE: The IRS requires taxation of No. 1-K and No. 2-K kerosene upon removal from the terminal unless the kerosene is indelibly (cannot be removed) dyed or used for military jet fuel. These requirements, part of 26 CFR 48 - Manufacturers and Retailers Excise Taxes, were published in the July 1, 1998, Federal Register. Only undyed (taxable) No. 1-K kerosene is suitable for use in nonflued (unvented) kerosene burner appliances. No. 2-K kerosene (dyed or undyed) is unsuitable for nonflued (unvented) kerosene burner appliances.

The color test requirement is deleted if red dye has been added in compliance with IRS regulations; however, the resulting fuel/dye blend must have a red tint.

(DESC 52.246-9FW5)

C16.69-5 SPECIFICATIONS (CONT'D) (COG 5) (DESC MAR 1999)

SPECIAL NOTE: The following paragraph is a restatement of paragraph (a) of the FUEL SPECIFICATIONS (PC&S) clause and is included for emphasis.

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements at the time deliveries are made. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply.

(a) **OXYGENATED GASOLINE REQUIREMENTS.** The purpose of the oxygenated fuel program is to reduce carbon monoxide emissions from gasoline powered vehicles in the control area through the wintertime use of oxygenated gasolines.

(b) Control area means an area in which only oxygenated gasoline under the oxygenated gasoline program may be sold or dispensed. Control period means the period during which oxygenated gasoline must be sold or dispensed within the control area. The data shown below denote the oxygenated fuel requirements of the fuel for the receiving activity based on the control period specified. These requirements are subject to change before or during the contract performance period.

AFTER OCTOBER 1, 1997.

<u>LOCATION</u>	<u>PERIOD</u>	<u>MINIMUM OXYGEN CONTENT</u>
MINNESOTA (entire state)	Year Round	2.7 Wt%

(c) **REFORMULATED GASOLINE REQUIREMENTS.** Reformulated gasoline is designed to reduce air toxins and volatile organic compound emissions (VOCs) by decreasing the amount of toxic compounds such as benzene, lowering the evaporation rate, and increasing the amount of oxygenate blended with the fuel.

<u>LOCATION</u>	<u>PERIOD</u>	<u>MINIMUM OXYGEN CONTENT</u>
ILLINOIS COUNTIES	Year Round	2.0 Wt%
Cook, Du Page, Kane, Lake, McHenry, and Will		
ILLINOIS TOWNSHIPS	Year Round	2.0 Wt%
Aux Sable, Gooselake (located within Grundy County), and Oswego (located within Kendall County)		
WISCONSIN COUNTIES	Year Round	2.0 Wt%
Kenosha, Milwaukee, Ozaukee, Racine, Washington, and Waukesha		

(DESC 52.246-9FZ1)

F3 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (PC&S/COAL) (DESC APR 1998)

(a) Upon arrival of Contractor's transport truck or truck and trailer, the receiving activity shall promptly designate the delivery point into which the load is to be discharged. Contractor shall be paid for detention beyond free time for delays caused by the Government. A minimum of one hour free time is required.

(1) Free time for unloading a transport truck, excluding multiple drop deliveries, or truck and trailer in excess of one hour:

_____.

(2) Rate for detention beyond free time: _____.

The above will not be considered in the evaluation of offers for award.

(b) Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Contractor normally allows its regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower.

UNLESS OFFEROR INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED.

(c) **DETENTION COSTS.** Detention costs do not apply to tank wagon or to multiple drop transport truck or truck and trailer deliveries. Detention costs will be the sole responsibility of the activity incurring them. Any invoices for detention costs will be forwarded directly to the activity receiving the product.

(DESC 52.247-9FK1)

F3.03 NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY (DOMESTIC PC&S) (DESC JUN 1997)

(a) In the performance of this contract, the Contractor agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Substitution of a new transportation company is subject to review by the Contracting Officer for use under this contract.

(b) If the Contractor changes transporters after award, the Contractor shall provide the Contracting Officer with the following information on alternative or new transportation company(ies) being utilized in the transportation of supplies under this contract.

Name, Address, and Phone Number
_____ of Transportation Company _____

State(s) in which transporter
_____ is authorized to operate _____

F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)

(a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:

(1) Ordering period begins: Date of Award and ends: 31 May 2001.

(2) Delivery period begins: Date of Award and ends: 30 days after end of ordering period.

(b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).

(DESC 52.242-9F75)

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC OCT 1997)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Recipient Name (authorized individual representing the Contractor/courier for check pick-up).
Leave blank if check is to be mailed.

(DO NOT EXCEED 25 CHARACTERS)

(d) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

**G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE
(DESC OCT 1997)**

(a) This clause does not apply to orders for Federal Civilian Agency deliveries.

(b) The Contractor shall supply the following information to the Contracting Officer no later than 3 days after contract award unless the Contractor certifies in writing to the Contracting Officer that the Contractor does not have an account with a financial institution or an authorized payment agent:

NAME OF RECEIVING BANK: _____
(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: _____
(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: _____

ACCOUNT TYPE CODE: (Contractor to designate one)

[] CHECKING TYPE 22

[] SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: _____
(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: _____
(DO NOT EXCEED 25 CHARACTERS)

NOTE: Additional information may be entered in EITHER paragraph (c) OR paragraph (d) below. Total space available for information entered in (c) OR (d) is 153 characters.

(c) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:

(DO NOT EXCEED 153 CHARACTERS)

OR

G9.09 (CONT'D)**(f) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.**

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) of this clause shall apply.

(g) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require a condition of any such assignment that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect within the meaning of paragraph (d) of this clause.

(i) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes in EFT information made by the Contractor's financial agent.

(j) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(FAR 52.232-33)

G150.03 ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT (EDI) (DESC OCT 1998)**(a) SUBMISSION OF ELECTRONIC INVOICES.**

(1) **APPLICABILITY.** Electronic submission of invoices applies only to DoD items paid for with DLA/DESC funds by DFAS Columbus, OH.

(2) **REQUIREMENTS.** Prior to submission of electronic invoices via electronic data interchange (EDI) under this clause, the Contractor and DESC must have a signed Trading Partner Agreement (TPA) and Addendum 810, Invoices; and Addendum 824, Invoice Returns Notification.

(b) INVOICING ADDRESS.

(1) Electronic invoices for items paid for with DLA/DESC funds, as cited on the order form (DD Form 1155/ Standard Form 1449), shall be electronically submitted to DTDN/S39008 or GOVDP/S39008.

(2) **SUBMISSION OF INVOICES.** Invoices submitted electronically shall be in accordance with the provisions of the signed TPA and Addendum 810. Electronic invoices submitted shall be American National Standards Institute (ANSI) Accredited Standard Committee (ASC) X12 810 Transaction Sets. These 810 Transactions Sets shall follow the AVNET Convention as specified by the Petroleum Industry Data Exchange. The electronic invoice shall contain all fields required by the AVNET Convention, including the contract number, order number, shipment number, item number, and contract description of supplies, services, sizes, quantities, unit price, and extended total.

(c) **PAYMENT.** Unless otherwise expressly specified in the Schedule, payment of invoices will be made in U.S. currency.

(d) **CERTIFICATION OF RECEIPT.** See the SUBMISSION OF INVOICES FOR PAYMENT clause for receipt documentation.

(e) **INVOICING FOR DETENTION/DEMURRAGE COSTS.** Detention costs are allowable only on tank truck deliveries. Detention/demurrage costs are the sole responsibility of the activity incurring them. Invoices for detention or demurrage costs will be submitted by the Contractor directly to the activity receiving the product.

(DESC 52.232-9FH5)

G150.06 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC JUL 1999)

NOTE 1: **FOR FACSIMILE INVOICING**, see the SUBMISSION OF INVOICES BY FACSIMILE clause.

NOTE 2: See paragraph (c) for invoicing for DETENTION/DEMURRAGE costs.

NOTE 3: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **INVOICING OF ORDERS PLACED BY ARMY, NAVY (including Marines), AND OTHER DoD ACTIVITIES** (except Air Force, Alaska, and Hawaii):

(1) **PAYING OFFICE.** Invoices for product paid with Defense Logistics Agency/Defense Energy Support Center (DESC) funds, as cited on the order, will be paid by DESC and should be mailed to--

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
STOCK FUND DIRECTORATE
FUELS ACCOUNTING AND PAYMENTS DIVISION
ATTN: DFAS-CO-LSFC
P.O. BOX 182317
COLUMBUS, OH 43218-6252

(2) **CERTIFICATION OF RECEIPT.**

(i) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

- (A) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or
- (B) DD Form 1155, Order for Supplies or Services; or
- (C) DD Form 250, Material Inspection and Receiving Report; or
- (D) DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (for tanker and barge deliveries only).

(ii) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(iii) **PC&S DELIVERIES.**

(A) Overbillings--

(a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the corrected quantity as determined by the activity and annotated on the activity's receiving document.

(B) Underbillings will be paid as invoiced.

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

(iv) The receiving activity will transmit one paying copy of the applicable form listed in (i) above to DESC-FII, Fort Belvoir, VA, within two working days after receipt of product.

(3) **SUBMISSION OF INVOICES.**

(i) The Contractor shall submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity.

(ii) Invoices submitted for payment shall be submitted in duplicate. The submission shall include an original invoice clearly marked **ORIGINAL** and one copy clearly marked **INVOICE COPY**. A carbon copy may be submitted as an original provided it is clearly marked **ORIGINAL** as stated above.

(iii) **COURIER DELIVERY OF INVOICES.**

(A) Couriers, acting on behalf of Contractors, must deliver Contractor invoices being submitted for payment to the following mailroom street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
ATTN: DFAS-CO-LSFC
3990 EAST BROAD STREET, BLDG 21
COLUMBUS, OH 43213-1152

(B) Invoices submitted by courier to the above address will be handled in a timely manner.

(b) **INVOICING OF ORDERS PLACED BY ALL OTHER FEDERAL AGENCIES**, including Air Force, Alaska and Hawaii.

(1) **PAYING OFFICE.** Invoices shall be forwarded to the applicable paying office in accordance with instructions contained on the order.

G150.06 (CONT'D)

(2) **SUBMISSION OF INVOICES.** On orders placed by activities of Federal Departments other than those covered under (a) above, invoices for all deliveries shall be prepared and submitted as instructed by those activities on the order by the Ordering Officer. Such activities placing orders under this contract will furnish the Contractor with the name and proper address of the activity to whom invoices shall be rendered. Such activities will also indicate the procedures for processing tax exemption certificates.

(c) **INVOICING DETENTION COSTS.** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention cost invoice must also be furnished to the following address:

COMMANDER, US ARMY PETROLEUM CENTER
ATTN: SATPC-L
NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9F90)

G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DESC AUG 1995)

(a) For purposes of this clause and the contract, "shipment number" for PC&S deliveries is defined as a seven position alpha-numeric number. The first three positions shall always consist of the alpha characters "PCS". The remaining four positions shall contain numeric digits beginning with "0001".

(b) The Contractor must identify the shipment number on each invoice submitted for payment. For each delivery order issued, the first shipment number shall be "PCS0001". The **SAME** shipment number shall be used for multiple deliveries under the same contract line item made on the same calendar day. Shipment numbers shall be consecutively numbered (i.e., 0002, 0003, etc.) for each subsequent day until the delivery order has been completed. The Contractor shall convey the appropriate shipment number to the receiving activity. (DESC 52.232-9F85)

G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC JUL 1999)

NOTE 1: FOR GROUND FUELS (PC&S) CONTRACTS: This clause applies only to items for Army, Navy (including Marines), and other DoD activities (except Air Force, Alaska, and Hawaii).

NOTE 2: See paragraph (c) for facsimile invoicing for DETENTION/DEMURRAGE costs.

NOTE 3: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **IMPORTANT NOTICE:** Contractors who select the facsimile (FAX) method of invoicing prior to award in accordance with the FACSIMILE INVOICING or the FACSIMILE OR ELECTRONIC INVOICING provision must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the FAX method.

(b) **INSTRUCTIONS FOR SUBMITTING INVOICES VIA FACSIMILE.**

(1) When the Contractor has elected to transmit invoices by FAX, it is responsible for validating receipt of its FAXed invoice. Because DFAS-CO-LS cannot be held accountable for transmissions not received, the Contractor must verify transmission/receipt of its FAX by telephoning Customer Service (DFAS-CO-LS) at **(800) 453-5014**. If local (Columbus Metro Area), the Customer Service number is **(614) 693-4994**. Personnel are available to verify receipt of FAXed transmissions between 8 a.m. and 5 p.m., EST/EDT, Monday through Friday, excluding Federal holidays.

(2) The DFAS-CO-LS FAX number is **(614) 693-0670**.

(3) The Contractor shall include its FAX number on each document transmitted.

(4) After transmitting the original invoice, the Contractor shall mark that invoice "**ORIGINAL INVOICE - FAXED**" and retain it. The hard copy is **not** required for payment and shall **not** be mailed to the payment office unless DFAS-CO-LS specifically requests it.

G150.11 (CONT'D)**(5) F.O.B. DESTINATION DELIVERIES.****(i) CERTIFICATION OF RECEIPT.**

(A) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

- (a) The SF 1449, Solicitation/Contract/Order for Commercial Items; or
- (b) The DD Form 1155, Order for Supplies or Services; or
- (c) The DD Form 250, Material Inspection and Receiving Report; or
- (d) The DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (for tanker and barge deliveries only).

(B) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(ii) PC&S DELIVERIES.**(A) Overbillings--**

- (a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.
- (b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the quantity as determined by the activity and annotated on the activity's receiving document.

(B) Underbillings will be paid as invoiced.

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

(6) F.O.B. ORIGIN DELIVERIES - RECEIVING REPORTS.

(i) When FAXing an **invoice** for f.o.b. origin deliveries, the Contractor shall also FAX a copy of the applicable receiving report to DESC-FII, Room 2933, Fort Belvoir, VA, for GROUND FUELS (PC&S) DELIVERIES. DESC-FII's FAX number is (703) 767-9380. The receiving report shall be transmitted no later than two working days after each delivery.

(ii) The following forms, signed by the Quality Representative (QR), are acceptable receiving reports for f.o.b. origin deliveries:

- (A) DD Form 250 (Material Inspection and Receiving Report); or
- (B) DD Form 250-1 (Tanker/Barge Material Inspection and Receiving Report).

(iii) The signed copy, which certifies acceptance by the QR of the product prior to submission of the invoice, will have the following information stamped, printed, or typed on it: **"ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE."**

(c) **INVOICING DETENTION/DEMURRAGE COSTS VIA FACSIMILE.** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor via facsimile directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention cost invoice must also be furnished to the following address:

COMMANDER US ARMY PETROLEUM CENTER
ATTN SATPC-L
NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9FG5)

I174.05 MANUFACTURING AND FILLING POINTS (HUBZONES) (DESC MAR 1999)

(a) To be eligible for the HUBZone Price Evaluation Preference (HPEP) under this solicitation, a small business must agree to provide only product manufactured/refined by a HUBZone-qualified small business manufacturer/refinery. Product may **not** be furnished as a result of an exchange agreement with a large business.

(b) All small businesses expecting to receive the HPEP as described in the NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS clause hereby agree that only product manufactured/refined by the HUBZone-qualified small manufacturer(s)/refinery(ies) identified on the applicable Price Data Sheet contained in the Offeror Submission Package will be provided for all items awarded with a preference. If circumstances are such that, during the terms of this contract, a committed HUBZone small business supplier can no longer provide the product, the Contractor must immediately notify the Contracting Officer, who must approve the new HUBZone small business supplier before operations with the new firm commence.

I174.05 (CONT'D)

(c) In order to be eligible for the HPEP, all small businesses must provide the following information with the offer; failure to do so may render the offer ineligible for award with an HPEP:

- (1) Name(s) and address(es) of the HUBZone small business manufacturer(s)/refinery(ies);
- (2) Refinery points of contact;
- (3) Name(s) and address(es) of the filling point(s) (if different from refinery(ies)); and
- (4) Copy(ies) of the supply commitment(s)/agreement(s) from the proposed HUBZone small business

manufacturer(s)/refinery(ies), which must state, as a minimum, the type of product, total quantities of product for all items offered, and contract ordering period.

- (d) All other evaluation factors described in this solicitation will apply. (DESC 52.219-9F36)

174.06 MANUFACTURING AND FILLING POINTS (UNRESTRICTED) (SDB PEA) (DESC FEB 1999)

- (a) **This clause only applies to Federal Civil items that may be contained in this solicitation.**

(b) To be eligible for the Price Evaluation Adjustment (PEA) on the unrestricted portion of this solicitation, a Small Disadvantaged Business (SDB) must agree to provide only product manufactured/refined by a small business manufacturer/refinery. Product may **not** be furnished as a result of an exchange agreement with a large business.

(c) All SDBs expecting to receive the PEA as described in the NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I) clause hereby agree that only product manufactured/refined by the small manufacturer(s)/refinery(ies) identified on DESC Form 2.16, 2.16A, 2.17, or 2.17A will be provided for all items awarded with a PEA. If circumstances are such that, during the terms of this contract, a committed small business supplier can no longer provide the product, the Contractor must immediately notify the Contracting Officer, who must approve the new small business supplier before operations with the new firm commence.

(d) In order to be eligible for the PEA, all SDBs must provide the following information with the offer; failure to do so may render the offer ineligible for award with a PEA:

- (1) Name(s) and address(es) of the small business manufacturer(s)/refinery(ies);
- (2) Refinery points of contact;
- (3) Name(s) and address(es) of the filling point(s) (if different from refinery(ies)); and
- (4) Copy(ies) of the supply commitment(s)/agreement(s) from the proposed small business manufacturer(s)/refinery(ies),

which must state, as a minimum, the type of product, total quantities of product for all items offered, and contract ordering period.

- (e) All other evaluation factors described in this solicitation will apply.

(DESC 52.219-9F37)

I211 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through 31 May 2001.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

THE FOLLOWING CLAUSE APPLIES ONLY TO FEDERAL CIVIL ITEMS CONTAINED IN THE NON-SET-ASIDE PORTION OF THIS ACQUISITION.

I240.01 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I) (OCT 1998)

- (a) **DEFINITIONS.** As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

I240.01 (CONT'D)

(iii) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration;

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) EVALUATION ADJUSTMENT.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) For DoD, NASA, and Coast Guard acquisitions, otherwise successful offers from historically black colleges or universities or minority institutions;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see Section 25.402 of the Federal Acquisition Regulation (FAR));

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government; and

(v) For DoD acquisitions, otherwise successful offers of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The factor shall be applied on a line item basis or to any group of items which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) WAIVER OF EVALUATION ADJUSTMENT. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[] Offeror elects to waive the adjustment.

(d) AGREEMENTS.

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract personnel will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-23/Alt I)

09/24/1999

STATE LISTING OF SOLICITED ITEMS

SP0600-99-B-5001

ITEM NUMBER	QUANTITY REQUIRED	ITEM NUMBER	QUANTITY REQUIRED
---ILLINOIS---			
006-12	10,000	805-12	40,200
036-46	107,000	805-13	17,650
036-54	542,000	805-24	39,600
510-55	112,500	805-28	***
760-12	30,000	E07-43	45,000
760-13	33,400	E11-24	28,125
760-24	45,000	E11-28	***
760-28	***	E48-24	37,500
765-13	56,000	E48-28	***
765-24	53,000	---WISCONSIN---	
765-28	***	820-24	35,500
765-46	28,000	820-28	***
B46-28	88,000	F12-24	35,000
B52-08	150,000	F12-28	***
B70-24	32,000	F41-24	150,000
B70-26	***	F41-28	***
B70-28	***		
B79-08	150,000		
B79-67	30,000		
---IOWA---			
181-13	25,000		
C51-24	25,000		
C51-28	***		
C51-46	30,000		
---MICHIGAN---			
231-24	42,000		
231-28	***		
780-24	67,710		
780-28	***		
D05-24	180,000		
D05-28	***		
D19-24	375,000		
D19-28	***		
D41-70	21,000		
D53-24	180,000		
D53-28	***		
D55-24	52,100		
D55-28	***		
D56-24	60,000		
D56-28	***		
D83-24	210,000		
D83-28	***		
---MINNESOTA---			

*** THIS ITEM IS AN ALTERNATE AS INDICATED IN THE DELIVERY NARRATIVE